

**HELMINONE
ONLINE BANKING AGREEMENT
(VERSION EFFECTIVE JANUARY 2023)**



This Online Banking Agreement (the “Agreement”) is between each owner of an eligible account, a person applying for an eligible account, or authorized representative appointed or entitled to online access on another person’s behalf (“you” or “your”) and Helm Bank USA. This Agreement governs your use of HelminOne Personal and Business Online Banking (the “Service”) accessible through www.helmbankusa.com or through Helm Bank USA downloadable applications for the Mobile Banking Service.

Please read this Agreement carefully. By clicking “I Agree” below, or by using the Service, you agree to be bound by the terms and conditions of this Agreement, as well as the terms and instructions that appear on screen when enrolling in, activating or accessing these services.

This Agreement covers, among other things:

- Our obligations to you.
- Your obligations as a user of the Service.
- Waiver of “two or more signature” requirements on accounts.
- How we send you notices and disclosures.
- Your agreement with us to waive the right to a trial by jury.
- Limitations on our liability to you.
- The security procedures that apply to online transactions under this Agreement.
- Your mutual agreement with us that Florida law will control this Agreement, without regard to conflict-of-law rules.

If you have any questions regarding this Agreement, please call +1 (855) 370-4356 or +1 (305) 329-7330.

1. ABOUT THIS AGREEMENT

(a) Definitions

"We, Us, Our and Helm Bank USA" means Helm Bank USA.

"You or Your" means each Owner of an Eligible Account, a person applying for an Eligible Account, a Delegate or Authorized Representative.

"Administrative Tools" means access management tools we provide that help you manage the authority and access for all of your Authorized Representatives. Administrative Tools let you limit or control the access that certain Authorized Representatives or Delegates will have to, and/or tasks they can perform with an Eligible Account or Online Financial Service.

"Applicable Law" means, as to any person, a requirement imposed by any federal, state, local or other law, regulation, rule, ordinance, determination of an arbitrator, order of a court or determination, order, finding, advisory opinion, guideline or requirement of any other governmental authority, which is applicable to and binding upon such person, including without limitation, the laws, regulations and orders administered by the Office of Foreign Assets Control (OFAC), and the Financial Crimes Enforcement Network (FinCEN).

"Authorized Representative" means a person with authority to take action or make decisions on behalf of another person with respect to an Eligible Account or an Online Financial Service. This definition includes any person who may (i) manage, administer, or Transact business for an Eligible Account or an Online Financial Service, (ii) authorize another person to access an Eligible Account or an Online Financial Service, or (iii) who is a Delegate.

"Authorized Signer" means a person who has your actual or apparent authority to manage, administer, or transact business on your Business Eligible Account(s), whether or not that person has signed the signature card or other documentation for your account(s). We may continue to recognize an Authorized Signer's authority until we receive and have a reasonable time to act upon your written modification or revocation of it.

"Business" means any person or entity other than a Consumer with an Eligible Account where an Online Financial Service is requested.

"Business Day" means every day except Saturdays, Sundays, and federal banking holidays in which Banks in Miami, Florida, U.S.A are open for business.

"Business Eligible Account" means an account owned by a Business that is accessible through the website.

"Business Hours" means the hours for which the Bank is generally open on a business day. Business hours for Helm Support are from 8:30am to 6:00pm EST. Business hours for Helm Bank USA Miami Branch are 9:00am to 4:00pm EST.

"Consumer" means a person (not a business or other entity) with an Eligible Account for which an Online Financial Service is requested primarily for personal, family, or household purposes.

"Consumer Eligible Account" means any account owned by a Consumer that is accessible through the website

"Delegate" means Authorized Representatives appointed using the Administrative Tools.

"Eligible Account" means each Helm Bank USA product you have or have applied for that is accessible through the Website. Eligible Accounts include deposit accounts, loans, credit cards, lines of credit and other products or accounts you have with us.

"Mobile Banking Service" means each of the products and services you may access through the Service using a Mobile Device. These products and services may be accessed through browsers, apps, and text banking, for example. Not all Eligible Accounts are accessible through the Mobile Banking Service.

"Mobile Device" means a cell phone, smartphone, tablet, or any other handheld or wearable communication device satisfying the hardware and software requirements we specify.

"Online Access Process" includes:

- The terms under which you're allowed to access and use the Service via the Website.
- The process used to access the Service (including required security procedures) via the Website.
- Our right to change, suspend, or terminate all or part of the Service, this Agreement, or your access to the Service.

"Online Banking" means the Internet application portion of the Service accessed via a web browser regardless of device type.

"Online Financial Service" includes:

- Each product or service you may access or enroll in through the Website, including the Mobile Banking Service. Please note, that not every product or service made available through the Online Financial Service may be available through the Mobile Banking Service.
- Actions you take, and instructions you give us, through the Website about opening or maintaining Eligible Accounts.

"Owner" means anyone who owns an Eligible Account as indicated in our records, and any Authorized Representative of that person.

"Service" means all Helm Bank USA online services, plus all the Eligible Accounts and Online Financial Services you can access via the Website after entering into this Agreement.

"Transaction Cut-off Time" means the time which the Bank stops transacting. Transactions after the cut-off time are credited/debited the next business-banking day. Helm Bank USA's cut-off time is 4:00pm EST.

"Website" includes:

- All Helm Bank USA online services and all other web pages maintained by us and accessible through www.helmbankusa.com or through Helm Bank USA downloadable applications for the Mobile Banking Service.
- Any other website or web pages you can access only after you, or a person for whom you're acting as an Authorized Representative, enter into this Agreement.
- Website does not include any website with its own separate agreement governing online access.

b) Description

The Service is subject to this Agreement. The following are also considered part of this Agreement:

- **General Website Terms and Conditions** (<https://helmbankusa.com/disclosures>).
- Terms, instructions, or forms that appear on a screen when enrolling for, activating, accessing, or using the Service.
- Helm Bank USA's rules, procedures, and policies that apply to the Service, any Eligible Account, or any Online Financial Service.
- The rules and regulations of any funds transfer system or payment system used in connection with an Eligible Account or Online Financial Service.
- State and federal laws and regulations, as applicable.

(c) Other Agreements with Us

In addition to this Agreement, you may have a separate agreement for each of your Eligible Accounts and Online Financial Services. The terms and conditions for those account agreements, including any applicable fees, transaction limitations, liability rules and other restrictions that might impact your use of an account with the Services, are incorporated into this Agreement.

(d) Conflicts Between Agreements

If this Agreement conflicts with another agreement, or another agreement has terms that are not addressed in this Agreement, then the other agreement will control and take precedence, unless this Agreement specifically states otherwise.

The other agreement will only control with respect to the Eligible Account or Online Financial Service it is associated with, and only to the extent necessary to resolve the conflict or inconsistency.

Additional provisions regarding online services or features that appear in another agreement covering your Eligible Account or Online Financial Service, but not in this Agreement, will apply. Example: If your Eligible Account or Online Financial Service is covered by another agreement and a dispute arises between you and us under that agreement, then the dispute resolution and governing law provisions in that other agreement will control.

There are two exceptions to the general rule described above: If another agreement you have with us includes terms that address the Online Access Process, this Agreement will control and take precedence in resolving any inconsistencies between this Agreement and the terms in the other agreement that address the Online Access Process. Also, the original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

2. THE SERVICE

(a) Description

Under the terms and conditions of this Agreement, you may use the Service to:

- Access your Eligible Accounts.
- Obtain Online Financial Services.
- Perform authorized transactions through the Website.

For your Eligible Accounts, transactions available to you may include obtaining balance information, transaction history, and other information. For some Eligible Accounts, the balances and transaction history may only show activity as of the close of the previous Business Day.

We will update our Website if we eliminate or introduce new features to the Service.

(b) Owners, Authorized Representatives, and Delegates (Business Accounts Only)

If an Eligible Account is owned by more than one person, or has an Authorized Representative, each person individually may provide us with instructions, make any decision, obtain any information or make any request associated with the Eligible Account and related Online Financial Services, to the extent allowed by agreements covering the Eligible Account. If you make someone an Authorized Signer on a Business Eligible Account, and he/she

is enrolled in the Service, we can treat him/her as an Authorized Representative.

If you tell us that an Authorized Representative is no longer authorized, we'll consider his/her transactions unauthorized only when:

- You tell us that you did not want or intend the transaction(s); and
- The Authorized Representative performs them after you let us know he/she is no longer authorized; and
- We have reasonable opportunity to act on your notification.

For more details, please see the Agreements for your Eligible Accounts and Online Financial Services (<https://helmbankusa.com/disclosures>).

We may offer Administrative Tools (online or otherwise) that help you manage the authority and access of some of your Authorized Representatives and Delegates you appoint. An Authorized Representative or a Delegate of an Eligible account may also be known as a "Super User" on a Business Eligible Account.

Additional features include:

- Owners and certain Authorized Representatives of Eligible Accounts may use the Administrative Tools to name a Delegate.
- Super User designations are assigned via the "Super User Designation Form" during the time of enrollment to the Online Financial Services.
- We may provide Administrative Tools that let one Delegate/SuperUser establish, or manage the access of, another Delegate.
- Delegate/SuperUser who are Authorized Representatives may also have authority in addition to that established using the Administrative Tools.
- We will treat a Delegate/SuperUser appointment by one Owner or certain Authorized Representatives of an Eligible Account as a Delegate/SuperUser appointment by all other Owners of that Eligible Account.

Roles that may be assigned with the Administrative Tools include:

- **Delegate/SuperUser** – Authorized Representative that can create and establish an approval workflow that defines the sequence of approvals that must be met in a specific order, before a monetary transaction can be executed. A Business Eligible Account can elect to have either, a unique SuperUser (Direct Execution) or two SuperUsers (Dual Execution) for the preparation and approval of any monetary or administrative transaction as follows:
 - **Direct Execution** – A unique SuperUser that has the ability to send a transaction to process directly, without the approval (authorization) from another user, as permitted by the Service.
 - **Dual Execution** – Two SuperUsers that have the ability to send a transaction to process with the approval (authorization) of the secondary SuperUser, as permitted by the Service. With Dual Execution, all transactions, monetary and non-monetary, are executed under dual control.
- **Approver** – Authorized user with the access to approve monetary and/or administrative transactions based on the capabilities enabled by the Delegate/SuperUser. As an Approver, the authorized user is only able to approve (authorize) transactions that the role has enabled. Any transaction that the user with this privilege approves will be processed.
- **Preparer** – Authorized user that has the privilege to prepare monetary and/or administrative transactions based on the capabilities enabled by the SuperUser. As a Preparer, the authorized user has no ability to approve transactions, and the transaction cannot be processed directly. Any transaction that the authorized user with this privilege performs will be subject to approval by an Approver or SuperUser.
- **View Only** – A SuperUser can create view only access within the Administrative Tool for an Authorized User. Authorized users may have access to an Eligible Account or Online Financial Service, but only to view balance and transaction information and other non-transactional capabilities as permitted by the Service.

- View and Transact — Authorized users may have access to an Eligible Account or Online Financial Service, and may engage in and authorize specified transactions permitted by the Service.

All Delegate transactions performed on an Eligible Account or Online Financial Service within the scope of the authority you grant using the Administrative Tools, are transactions authorized by you — even transactions you did not want or intend. You are solely responsible for those transactions.

We may permit you to allow a Delegate to initiate funds transfers or other transactions on an Eligible Account or through an Online Financial Service.

If you allow a Delegate to initiate funds transfers or other transactions, then you agree that for those transactions the Delegate is an Authorized Signer on the Eligible Account, subject to the terms of the separate agreement for your applicable Eligible Account.

If you make someone who is enrolled in the Service an Authorized Signer on an Eligible Account, we may treat that Authorized Signer as a Delegate and automatically assign View and Transact authority to that Delegate.

You agree that you may only appoint Delegates in accordance with the requirements we provide to you. This provision takes precedence over any conflicting provision in any other agreement you have with us. We may discontinue offering Delegate options or permitting Delegates to access your Eligible Account or Online Financial Services at any time, without prior notice.

Some Delegate features may not be available for certain accounts or customers.

If you use Administrative Tools to change or end the authority of a Delegate, we'll consider transactions unauthorized when:

- You end a Delegate appointment through the Website; and
- You did not intend to make the transaction; and
- We have a reasonable opportunity to act on your notice.

To end a Delegate appointment, you made on the Website:

- Access the Website using your username and password.
- Select the applicable link to manage access to your accounts, as applicable for your Service.
- Follow the directions to delete the Delegate.

A Delegate's authority will end when we have a reasonable opportunity to act on any of the following:

- An Owner or Authorized Representative lets us know that the Delegate's authority is ended.
- An Owner lets us know that the Owner who appointed the Delegate is no longer an Owner on the Eligible Account.
- If we get written notice of the delegating Owner's death/incapacity from a reliable source such as a court. Applies to Consumer and sole-proprietor Business accounts only.
- The Delegate is no longer enrolled in the Service as a Delegate.
- We end a Delegate's authority because he/she violates any part of this Agreement.

You can also call +1 (855) 370-4356 and +1 (305) 329-7330 for assistance in managing your Delegate access. If you made a Delegate appointment through Designation Form, you may need to follow the process for terminating the Delegate appointment through that same Designation Form to ensure all required actions are completed. If the power was granted through a trust instrument or state law, you must act in accordance with all applicable terms or laws.

(c) Signature Requirement Waiver

Any requirement to verify two or more signatures on any item (such as a check) does not apply to electronic transfers. This means that you're allowing any Authorized Signer on your Eligible Account to individually make electronic transfers, even though his/her authority to transfer or withdraw funds from your account by some other means (such as by check) must be exercised jointly with one or more other persons.

This provision controls and takes precedence over any conflicting provision in any other agreements you have with us.

(d) Acknowledgments and Agreements

You agree that:

- Each of your Authorized Representatives and Delegates will be acting as your agent and will be bound by this Agreement and any separate agreement governing the Eligible Account or Online Financial Service.
- We may rely and act on the instructions of any Authorized Representative or Delegate.
- All transactions that an Authorized Representative or Delegate performs on an Eligible Account or Online Financial Service, including those you did not want or intend, are transactions authorized by you. You are solely responsible for those transactions.
- You are solely responsible for supervising all of your Authorized Representatives and Delegates, and monitoring the actions they take on your behalf, whether or not we provide Administrative Tools for managing their authority.
- You will be responsible for ensuring each Authorized Representative and Delegate maintains the confidentiality of his or her username, password, or other login identification.
- Each Delegate will access and use each Eligible Account and Online Financial Service, in accordance with the authority given to the Delegate by the delegating Owner or Authorized Representative.
- Each time the Delegate accesses, views, or transacts on an Eligible Account or Online Financial Service, you represent and warrant to us that the delegating Owner or Authorized Representative authorizes the Delegate's action.
- If we get conflicting instructions, or if we believe that an Eligible Account's security or our security may be at risk as a result of an Authorized Representative or Delegate, we may at our sole discretion end the Authorized Representative or Delegate's access to:
 - The Service.
 - An Eligible Account.
 - An Online Financial Service.

We may also prevent the individual from being a Delegate without prior notice to you or any Eligible Account Owner.

3. ACCESS

(a) Accessing Eligible Accounts and Online Financial Services

You authorize Helm Bank USA to provide access to your Eligible Accounts and Online Financial Services through the Service. You may access your Eligible Accounts and Online Financial Services through the Website to obtain information and perform transactions authorized on the Website.

To access your Eligible Accounts and Online Financial Services through the Website, you need a username, a password, and required hardware and software (visit www.helmbankusa.com for Helm Bank USA's **Technical Requirements** (<https://helmbankusa.com/disclosures>)). To complete your enrollment in the Service, you will be required to validate your email address. Additionally, you are required to maintain an email address that is continuously operational to receive email communications from us in order to continue to access your Eligible

Accounts and Online Financial Services through the Website.

You also have to comply with any other security procedures we may establish.

Subject to the terms of this Agreement, you'll generally be able to access your Eligible Accounts and Online Financial Services through the Website [seven (7) days a week, twenty-four (24) hours] a day. Sometimes the Service may be unavailable due to system maintenance or circumstances beyond our control. During these times, you may be able to call Helm Support at +1 (855) 370-4356 or +1 (305) 329-7330 or visit a Helm Bank USA branch to obtain information about your Eligible Accounts.

You must provide all computer, telephone and other equipment, software (other than any software provided by us) and services you need to access the Service. You are solely responsible for your choice of equipment, wireless carriers, Internet or email service providers, web browsers, voice/data plans, etc., and for resolving any issues concerning operation, performance, availability, costs, etc., relating to any of the foregoing with the appropriate provider.

When using the Mobile Banking Service, you may generally access certain Eligible Accounts through the mobile browser, our mobile apps, or get certain information through text messaging on a Mobile Device, subject to charges from your mobile service provider.

(b) Terminating Access

This Agreement will be in effect from the date we accept your enrollment in the Service and at all times while you're using the Service or any Online Financial Service.

Unless otherwise required by applicable law or regulation, either of us can terminate this Agreement and/or your access to any Eligible Account or Online Financial Service through the Service, in whole or in part, at any time.

For Violating the Agreement. If you violate any terms of this Agreement (including non-payment of fees under any applicable fee schedule) or any other agreement you have with us, you agree that we may suspend or terminate your access to any of your Eligible Accounts and Online Financial Services. We are not required to reinstate or re-activate your access.

Voluntarily. If you close all your Eligible Accounts and terminate your Online Financial Services, or withdraw from the Service, we may suspend or terminate your access without prior notification. If you close your Eligible Accounts, you could also lose access to your Online Financial Services, and we may terminate your access to the Service. We are not required to reinstate or re-activate your access. If you have no Eligible Accounts linked to the Service, or don't use the Service for a period of twenty-four (24) consecutive months, we may at our discretion terminate your access without prior notification.

Removing Online Access

If you want to remove online access for an Eligible Account, email us at support@helmbankusa.com or call Helm Support at +1 (855) 370-4356 or +1 (305) 329-7330.

4. BUSINESS ELIGIBLE ACCOUNTS: ADDITIONAL PROVISIONS

If you have a Business Eligible Account or Business Online Financial Service, before authorizing access to the Service, we may require (based on terms, conditions, or other agreements) any Authorized Representative to enter into this Agreement, as amended. Once such Authorized Representative has entered into this Agreement, we may allow the Authorized Representative to:

- Access each Business Eligible Account of yours in any manner and for any purpose available through the Service, whether available now or at some time in the future.

- Use any Online Financial Service in any manner and for any purpose available through the Service, whether available now or in the future.

5. ELECTRONIC FUND TRANSFERS TIMING

(a) General

Electronic fund transfers completed through the Service before the transfer cut-off time to a Business Day will be posted to your Eligible Account the same day. Credit card, line of credit, loan and mortgage transactions may take up to three Business Days to process, but will post as of the Business Day the transaction was made.

All transfers completed after the transfer cut-off time on a Business Day, or on a day that is not a Business Day, will be posted on the next Business Day.

Please note that electronic fund transfers:

- **Between financial institutions** will be processed, completed and posted by the other institution following its own rules.
- Initiated through the Service for **person-to-person payments** may have different transfer cut-off or posting times.

6. ELECTRONIC FUND TRANSFERS PROVISION (CONSUMER ACCOUNTS ONLY)

(a) General

The provisions in this section apply to electronic fund transfers (EFTs) that debit and credit a covered Consumer’s checking, savings, or other asset account and are subject to Regulation E, which implements the federal Electronic Fund Transfer Act. You can find the terms and conditions that apply to EFTs in Helm Bank USA’s **Account Agreement Terms and Conditions** (<https://helmbankusa.com/disclosures>).

When applicable, we may rely on any exceptions to the provisions in this Section that are covered in Regulation E. All terms in this Section not defined in this Agreement but defined in Regulation E will have the meaning given in Regulation E.

(b) Your Liability Under Regulation E

Except for EFTs to or from brokerage accounts, your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

Event	Notification Requirement	Liability Cap
Loss or theft of Access Device (including username and password)	Within two Business Days after learning of the loss or theft.	Lesser of \$50, OR the total amount of unauthorized EFTs that occur before notice to us.

Loss or theft of Access Device (including username and password)	More than two Business Days after learning of the loss or theft of your Access Device up to 60 days after we send you a statement showing the first unauthorized transfer made with Access Device.	<p>Lesser of \$500, OR the sum of:</p> <p>a) \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND</p> <p>b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.</p>
Loss or theft of Access Device (including username and password)	More than 60 days after we send you a statement showing first unauthorized EFT made with Access Device.	<p>For transfers occurring WITHIN the 60 day period: Lesser of \$500, OR the sum of: (a) \$50 or the total amount of unauthorized EFTs occurring in the first two Business Days whichever is less; AND (b) the amount of unauthorized EFTs occurring after two Business Days and before notice to us.</p> <p>For transfers occurring AFTER the 60 day period, you may have unlimited liability, until you notify us.</p>
Unauthorized EFT(s) NOT involving loss or theft of an Access Device (including username and password)	Within 60 days after we send you a statement on which the unauthorized transfer first appears.	No liability.
Unauthorized EFT(s) NOT involving loss or theft of an Access Device (including username and password)	More than 60 days after we send you a statement on which the unauthorized transfer first appears.	Unlimited liability for unauthorized EFTs occurring 60 days after the statement and before notice to us.

Note that these liability rules are established by Regulation E, which implements the federal Electronic Fund Transfer Act and do not apply to business accounts. Our other account agreements may give you more protection, provided you report the transactions promptly. Please refer to the agreement you received with your ATM, debit card, consumer and business credit cards, and the Eligible Account agreement. Also, the state law applicable to your account may give you more time to report an unauthorized transaction or may give you more protection.

(c) Error Resolution Procedures for Unauthorized EFTs (Consumer Accounts)

ERROR RESOLUTION PROCEDURES FOR ELECTRONIC TRANSFERS FOR CONSUMER ACCOUNTS (ACCTHOLDERS NOT RESIDING IN THE U.S. ONLY)

In case of errors or questions about your Electronic Transfers telephone us at 305-329-7330 or 1-855-370-4356 or write us at Helm Bank USA, Attn: Consumer Compliance Department, 999 Brickell Avenue, Miami Florida 33131, or send us an electronic communication at compliance@helmbankusa.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

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- Tell us your name and Account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Banking Days. We will determine whether or not an error occurred after we hear from you and receive your complaint or question in writing. We will notify you promptly of the results of our investigation and any action taken.

ERROR RESOLUTION PROCEDURES FOR ELECTRONIC TRANSFERS FOR CONSUMER ACCOUNTS (ACCOUNTHOLDERS RESIDING IN THE U.S. ONLY)

In case of errors or questions about your Electronic Transfers telephone us at 305-329-7330 or 1-855-370-4356 or write us at Helm Bank USA, Attn: Consumer Compliance Department, 999 Brickell Avenue, Miami Florida 33131, or send us an electronic communication at compliance@helmbankusa.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Banking Days. We will determine whether an error occurred within ten (10) Banking Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Banking Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it ten (10) Banking Days, we may not credit your Account.

For errors involving new Accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new Accounts, we may take up to twenty (20) Banking Days to credit your Account for the amount you think is in error.

We will tell you the results within three (3) Banking Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

ERROR RESOLUTION AND CANCELLATION DISCLOSURE STATEMENT

(For International Remittance Transfers in Consumer Accounts subject to Subpart B of Regulation E Only).

What to do if you think there has been an error or problem:

If you think there has been an error or problem with your remittance transfer: Call us at 305-329-7330 or 1-855-370-4356; or

- Write us at Helm Bank USA, Attn: Consumer Compliance Department, 999 Brickell Avenue, Miami Florida 33131 or
- E-mail us at compliance@helmbankusa.com.

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- Your name and address or telephone number;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- The dollar amount of the transfer; and
- The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

What to do if you want to cancel a remittance transfer:

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at telephone numbers listed above within 30 minutes of payment for the transfer. However, if this remittance transfer has been scheduled by you at least three (3) business days before the date of the transfer, you can only cancel for a full refund if we receive your request to cancel at least three (3) business days before the scheduled date of the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's Account.

(d) Our liability for Failure to Make EFTs

If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. For instance, we will not be liable if:

- Through no fault of ours, you do not have enough money in your account to make the transfer,
- The transfer would go over the credit limit on a credit account linked for overdraft protection,
- The Service was not working properly and you knew about the breakdown when you started the transfer,
- Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken, or
- There is some other exception stated in any of our agreements with you.

7. WIRE TRANSFERS

In addition to the terms of this Agreement, your use of the Wire Transfer Service is subject to:

- Terms or instructions appearing on the screen when using the Wire Transfer Service; and
- Our rules, procedures, and policies and the account agreements applicable to the Accounts used in the Wire Transfer Service. To use the Wire Transfer Service, you must:
 - Be of legal age
 - Have at least one Account with us; and
 - Agree to the E-Sign Consent & Disclosure Statement and this Agreement; and
 - Be enrolled in Online Banking Service.

If your Accounts and/or Service are terminated for any reason, you will have no further right or access to use the Wire

Transfer Service.

(a) Security

You agree to use the security procedure described in Section 13 when you initiate an outgoing wire transfer online. The purpose of the Security procedure is to verify the authenticity of an outgoing wire transfer delivered to us in your name and not to detect errors in the transmission or content of an Order. You agree the Security Procedure is commercially reasonable and, in view of your requirements, is a satisfactory method of verifying the authenticity of Orders. You agree you are bound by any Order, whether or not authorized, issued in your name and accepted by Helm Bank USA in compliance with the Security Procedure.

(b) Reliance of Information Provided

If an Order describes the person to receive the wire transfer ("Beneficiary") inconsistently by name and account number, the wire transfer may be made on the basis of the account number even if the account number identifies a person different from the Beneficiary. If a wire transfer request describes a financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. You acknowledge that you are responsible for providing Helm Bank USA with all information required by the Beneficiary's bank, including the reason for payment, if required. Sending wires without the required information can cause the wire to be delayed, returned, or assessed additional fees.

(c) Responsibility of Helm Bank USA

Helm Bank USA may send an Order by wire or whatever other transmission method Helm Bank USA considers to be reasonable. Helm Bank USA may transmit an Order directly to the Beneficiary's bank, or indirectly to the Beneficiary's bank through another bank that Helm Bank USA considers to be reasonable. Helm Bank USA may utilize any reasonably selected funds transfer system or intermediary bank. You acknowledge and agree that your Order will also be governed by the applicable operating rules and other governing documents for the applicable funds transfer system.

Any action Helm Bank USA takes to detect an erroneous Order, or any actions Helm Bank USA takes beyond those described above in an attempt to detect an unauthorized Order, will be taken at Helm Bank USA's sole discretion. No matter how many times Helm Bank USA takes this action, it will not become part of Helm Bank USA's standard procedures for attempting to detect such erroneous or unauthorized Orders, and Helm Bank USA will not in any situation be liable for failing to take or to correctly perform the action.

(d) Liability

Helm Bank USA is only responsible for making a good faith effort to execute your Orders and will only be responsible for performing the services with ordinary care. Unless prohibited by law, Helm Bank USA will only be liable for its negligence or willful misconduct. Helm Bank USA will not be liable for any loss or damage due to the method of transmission selected by Helm Bank USA, or a third party's, including Beneficiary's bank's failure, delay or error in processing an Order or for any other act or omission of any third party, including without limitation third parties used by Helm Bank USA in executing any payment order relating to a transfer or performing a related act, and no such third party shall be deemed to be our agent. Helm Bank USA will not be liable for any delay or failure to perform if the delay or failure results from any cause beyond its reasonable control.

Helm Bank USA does not accept any liability for our exchange rates. Any and all liability relating to this information and the rates is disclaimed, including without limitation, direct, indirect, or consequential loss, and any liability if our exchange rates are different from rates offered or reported by third parties, or offered by us at a different time, at a different location, for a different transaction amount, or involving a different payment media (including, but not limited to bank notes, checks, wire transfers etc.).

(e) Refund

If the Beneficiary's bank does not pay the Beneficiary specified on the Order, a refund will be made only after Helm Bank USA has received confirmation of the effective cancellation of the Order and Helm Bank USA is in free possession of the funds debited or earmarked in connection with the Order. Any charges assessed by the Beneficiary bank or intermediary bank related to the return will be deducted from any refund.

(f) Failure to Transfer Proper Amount

If Helm Bank USA is notified that it did not transfer the full amount stated in an Order, Helm Bank USA's sole liability will be to correct the error as required by applicable law.

(g) Cancellation or Amendment

Except for the 30-minute cancellation window for Outgoing Consumer International wire transfers, an Order is final and cannot be canceled or changed by you. However, at your request, Helm Bank USA can attempt to cancel or change an Order, but we will not be liable if we are unable to do so. For additional terms governing Outgoing Consumer International Wires, please see below.

(h) Immediately Notify Helm Bank USA of Unauthorized Activity or Errors

If you identify any errors in an Order, or unauthorized activity on your account, please contact Helm Support immediately at +1 (855) 370-4356 or +1 (305) 329-7330. Helm Bank USA will not be responsible for any delays in payment or additional fees caused by your failure to notify us promptly.

You will exercise ordinary care to determine whether an Order accepted by Helm Bank USA was either erroneous or not authorized. In the event of an erroneous or unauthorized Order, you agree to notify us by the earlier of: (i) 14 days after you receive notice from Helm Bank USA that the Order was accepted or (ii) 14 days after you receive notice that your account was debited or credited with respect to the Order. You agree that Helm Bank USA is entitled to retain payment for an Order unless you notify us within this 14-day period.

(i) Fees

You agree to pay Helm Bank USA's current online wire transfer service fees in the amounts and manner disclosed to you. Our current fee schedule is available on our website www.helmbankusa.com in Helm Bank USA's **Product Service and Fee Schedule** (<https://helmbankusa.com/disclosures>).

(j) Currency

An Order expressed in U.S. Dollars will be sent in U.S. Dollars. You may request that prior to executing an Order, Helm Bank USA convert the amount to be transferred from U.S. Dollars to the currency of a designated foreign government or intergovernmental organization ("Foreign Currency"). Prior to initiating an outgoing wire transfer, you should confirm that your beneficiary can receive the currency you select in your Order. If you do not do so, your Order may be rejected or additional fees and currency conversion charges may apply, if the beneficiary's account is in a different currency.

Helm Bank USA makes money when it converts one currency to another currency for you. The exchange rate provided to you is set by Helm Bank USA and it includes a markup. The markup may be based on several factors, including without limitation costs incurred, market risks, services rendered, the client relationship, the transaction and our desired return.

The exchange rate Helm Bank USA provides to you may be different from exchange rates you see online, in publications, at other banks or other foreign exchange providers. Also, different customers may receive different

exchange rates for transactions that are the same or similar. The exchange rate may depend on the type of transaction being conducted, the dollar amount, type of currency, the date and time of the exchange and/or the factors noted above. The foreign exchange market is dynamic, so exchange rates can change rapidly. If you delay executing a transaction, the exchange rate may change and could even be significantly different. Helm Bank USA reserves the right to refuse to process any request for a foreign exchange transaction.

If the financial institution designated to receive the funds for an Order does not pay the Beneficiary specified in the Order and the Order is payable in a Foreign Currency and the funds are returned to Helm Bank USA, you may receive less U.S. dollars than the amount you provided to us. This is because exchange rate applied to the original conversion may differ from the exchange rate applied at the time of the cancellation of the Order when it is converted back to U.S. Dollars.

Helm Bank USA will not be liable to you for a sum in excess of the value of the Order after it has been converted back to U.S. Dollars at the exchange rate applied by Helm Bank USA at the time the cancellation of the Order is confirmed by Helm Bank USA.

(k) Additional Terms Governing Outgoing Consumer International Wires

Prior to sending an Outgoing Consumer International Wire, Helm Bank USA will provide you with certain important disclosures regarding your transaction including, to the extent applicable: the amount that will be transferred to the Beneficiary, a description of any fees imposed by Helm Bank USA, the total amount of the transaction, the exchange rate to be used if applicable, the amount to be transferred, a description of any fees imposed by third parties, and the amount that will be received by the Beneficiary. If you choose to send your Order in Foreign Currency, the amount to be transferred, a description of any fees imposed by third parties, and the amount that will be received by the Beneficiary will be disclosed in the Foreign Currency. Once you complete your transaction, you will receive a receipt that includes the above information, as well as the date of availability ("availability date"), error resolution and cancellation right information and other disclosures.

8. HELM BANK USA BILL PAY (CONSUMER ONLY)

(a) Description

Helm Bank USA Bill Pay ("Bill Pay") lets you schedule bill payments through the Service. You must have at least one Eligible Account that is a Helm Bank USA checking account or other account accessible through the Service, to use Bill Pay. You have to be enrolled in the Service to use Bill Pay.

Bill Pay is intended for your use only. Trying to use Bill Pay to process payments on behalf of someone other than an Owner is prohibited and will be grounds for termination of Bill Pay and your access to the Service.

You may pay any payee approved by us in the continental United States, Alaska and Hawaii, and the following United States Territories: Guam, Puerto Rico, and the Virgin Islands.

(b) Fees

There are no monthly service fees for Bill Pay. Per item Bill Pay fee is \$5.00. Account fees (e.g. monthly service, overdraft) may apply to the Funding Account. For more information on the account fees, please refer to the account agreement you received when you opened your account.

(c) Payment Limits (Transaction and Daily)

The Email Payment Cap is the same per Transaction and Daily. The limit is \$2,500.

The Pay an Individual Cap is the same per Transaction and Daily. The limit is \$5,000.

(d) Scheduling Payments

Single Payments – A single payment will be processed on the business day (generally Monday through Friday, except certain holidays) that you designate as the payment's processing date, provided the payment is submitted prior to the daily cut-off time on that date. The daily cut-off time is 3:00pm EST.

A single payment submitted after the cut-off time on the designated process date will be processed on the next business day. If you designate a non-business date (generally weekends and certain holidays) as the payment's processing date, the payment will be processed on the first business day following the designated processing date.

Recurring Payments – When a recurring payment is processed, it is automatically rescheduled based upon your selected frequency settings for payment. A processing date is calculated for the next occurrence of the payment. If the calculated processing date is a non-business date (generally weekends and certain holidays), it is adjusted based upon the following rules:

- If the recurring payment's "Pay Before" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date prior to the calculated processing date.
- If the recurring payment's "Pay After" option is selected, the processing date for the new occurrence of the payment is adjusted to the first business date after the calculated processing date.

If your frequency settings for the recurring payment specify the 29th, 30th, or 31st as a particular day of the month for processing and that day does not exist in the month of the calculated processing date, then the last calendar day of that month is used as the calculated processing date.

When making payments through Bill Pay, please allow enough time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge imposed by your payee, you must schedule a payment sufficiently in advance of the payment due date.

If your Funding Account closes or is restricted for any reason, we'll cancel all pending payments associated with the account. It will be your sole responsibility to make all pending and future payments.

(e) Changing and Cancelling a Payment

A bill payment can be changed or cancelled any time prior to the cutoff time (3:00 PM (EST)) on the scheduled processing date. In order to cancel a bill payment that has not already been released or scheduled, follow the directions provided when viewing your Pending Transactions. The cancel feature is found at the bottom left hand section of the Pending Transaction.

Once a payment has begun processing, it cannot be canceled. A stop payment request must be submitted.

(e) Errors and Liability

You will be responsible for any bill payment request you make that contains an error or is a duplicate of another bill payment. If we don't properly complete a bill payment on time, or in the correct amount, we'll pay any related late fees or finance charges that you reasonably incur as a result, if your account was in good standing with the payee before the incident.

You are solely responsible for controlling the safekeeping of and access to your Personal Identification Number (PIN).

(f) Termination

Helm Bank USA may terminate your access to Bill Pay without prior notice if you:

- Have Bill Pay and don't schedule or process a payment through Bill Pay for any twenty-four (24)-month period.
- Use or we suspect you have used Bill Pay for other, illegal, fraudulent, or unauthorized purposes.
- Close your checking account and don't designate a new checking account as a Funding Account within thirty (30) days.

If Helm Bank USA terminates your use of Bill Pay, your online bill payment information will be lost and all pending payments will be cancelled and are your sole responsibility.

If you decide to terminate Bill Pay, we strongly suggest that you cancel all future bill payments at the same time that you cancel Bill Pay, either by deleting those payments yourself using Bill Pay or by calling Helm Support at +1 (855) 370-4356 or +1 (305) 329-7330. Once we have been notified that you have terminated Bill Pay, we'll automatically delete all outstanding payment orders (all individual payments and all recurring payments).

9. ONLINE STATEMENTS AND DOCUMENTS

(a) Description

Many account documents — including statements, tax documents, and legal notices — can be delivered online for certain Eligible Accounts and Online Financial Services. You have the option to view, save, or print PDF versions of your account documents from the Website via desktop, tablet, or mobile device.

Any legal notices or disclosures about your Eligible Account or Online Financial Service that would normally accompany your paper account statement, or that we would mail to you, may be delivered to you electronically. In some cases, we must continue to mail paper statements, legal notices, and disclosures even if you elect to receive them electronically. Helm Bank USA is not responsible for statement non-delivery if you do not maintain a valid email address as described in Section 15.

We may offer you additional options/preferences for delivery of various communications related to your Eligible Accounts or Online Financial Services. The following is a brief description of the various features of and requirements for using online statements and documents. We may add to, modify, or delete any feature of online statements and documents at our sole discretion.

(b) Eligible Accounts

Most Eligible Account statements and documents can be delivered online. You can determine online statement eligibility by signing on to the Website.

(c) Enrollment

Online statements and documents are available for certain Eligible Accounts or Online Financial Services if you have completed enrollment in the Service and provided us with a valid email address. Once enrolled, we will send you an email notice notifying you when your statement or document is available on the Website. To ensure that you continue to receive such email notifications, you must notify us of any changes or updates to your email address. We may revoke your online-only statement and document option and change your delivery preference to U.S. Mail if you don't maintain a valid email address.

Depending on the Eligible Account or Online Financial Service, one or more of the following may be true:

- Many Eligible Accounts and Online Financial Services automatically come with online-only delivery for statements and documents. This means you will no longer receive paper statements and documents, unless required by law. You can change your delivery preference back to U.S. Mail at any time.

- For Eligible Accounts or Online Financial Services that don't automatically come with online-only delivery, you can choose online-only delivery for that Eligible Account or Online Financial Service.

(d) Check Images

For deposit accounts, you may view online images of the individual checks drawn against your account. You can ask us to mail a photocopy of a cancelled check to you (additional fees may apply).

(e) Access

You can access your online statements and documents (including legal notices and disclosures) on the Website.

Statements are available online for up to a maximum of eighteen (18) months, depending on the type of account enrolled. Statements for some types of Eligible Accounts or Online Financial Services are available for shorter time frames. If you didn't choose online-only delivery when the account was first opened, there may be a gap in the historical statements available online for some types of Eligible Accounts or Online Financial Services.

For some types of Eligible Accounts or Online Financial Services, there may be a delay of up to several weeks after enrollment before you can start viewing statements and documents online. You can still request historical account statements (fees may apply); please refer to the applicable account agreement and disclosures for details.

Once an account is closed, Online Banking access is disabled. You can request access to historical statements by contacting the Helm Support Department.

(f) Year-end Tax Reporting Documents

Online year-end tax documents may be available to customers with certain account types who are enrolled in the Service and provide a valid email address for the Service. You don't have to complete a separate enrollment process to view your tax documents online. This option is available regardless of whether we also mail your paper tax documents.

You are entitled to receive paper versions of your tax documents by U.S. Mail. By selecting Online as your Delivery Preference, you are consenting to receive those tax documents electronically instead. Please make note of the following important information:

- Your consent applies to all the tax documents you have designated for Online delivery. The consent for each form designated will remain in effect for every year that form is required to be furnished until the consent is withdrawn in the manner provided below. Tax documents will remain available to you online until at least October 15 of the year in which they are delivered for Eligible Accounts (except for closed accounts, as provided in Section 3(b) of this Agreement).
- You may withdraw your consent to electronic delivery by changing your delivery preferences back to U.S. Mail from the delivery preference section of the Website, by calling Helm Support at +1 (855) 370-4356 or +1 (305) 329-7330, Monday through Friday from 8:30am to 6:00pm EST, or in writing to Helm Bank USA, 999 Brickell Avenue, Miami FL 33131. Note that Delivery Preference changes will be reflected immediately on the Website but may take up to two (2) Business Days to take effect. Depending on timing, delivery preference changes for tax documents may not take effect for the upcoming tax season.
- You will receive confirmation via email of any change to your Delivery Preference. Should you change your Delivery Preference to U.S. Mail, this email will be the written confirmation of your withdrawal of consent to electronic delivery.
- You may obtain a paper copy of any tax document we deliver electronically by calling Helm Support at +1 (855) 370-4356 or +1 (305) 329-7330, Monday through Friday from 8:30am to 6:00pm EST. Requesting a paper copy of your electronically-delivered tax document does not change your Delivery Preference or withdraw your consent to electronic delivery.

- Tax documents will no longer be delivered to you electronically if you close the related account or end your online banking relationship with us.

You may update your contact information and email address within the “My Personal Information” section found on the Website.

Helm Bank USA **Technical Requirements** (<https://helmbankusa.com/disclosures>) describes in detail the hardware and software you need to access and print your tax documents. In summary, you will need:

- a current version of an Internet browser we support,
- a current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and
- a computer and an operating system capable of supporting all of the above.

You will also need a printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

We always reserve the right to communicate with you in writing using U.S. Mail, regardless of what other options you have chosen.

(h) Terminating Online Statements and Documents

We may terminate Online delivery of statements and documents to you for one or more Eligible Accounts or Online Financial Services, without notice. If you don't access your Eligible Accounts through the Service for any twenty-four (24)-month period, we may terminate your access to all or any part of the Service. As provided in Section 15 of this Agreement, we may revoke your online-only statement and document option and change your delivery preference to U.S. Mail if you don't maintain a valid email address.

10. COMMUNICATING WITH US

(a) Description

The Service provides email forms for you to ask questions or provide comments. The Service also lets you securely communicate sensitive or confidential information for your Helm Bank USA accounts. You can access these email forms after you sign on with your password to a secure session of the Service.

To ensure the security of your Eligible Account information, we recommend that you use only these email forms when asking specific questions about covered Eligible Account(s). Use only the secure messaging feature when sharing sensitive or confidential account information about your Helm Bank USA accounts.

You cannot use email to initiate transactions on your Eligible Accounts. For transactions, please use the appropriate functions within the Service, call +1 (855) 370-4356 or +1 (305) 329-7330.

(b) Complaints and Feedback

Your feedback matters. Share your feedback and complaints so we can better serve you.

- Call +1 (855) 370-4356 or +1 (305) 329-7330
- Visit us at www.helmbankusa.com
- Write to us. For addresses, go to www.helmbankusa.com
- Talk with a banker at any Helm Bank USA banking locations

For other online servicing needs, contact us by email through your secure online session, or call Helm Support at

+1 (855) 370-4356 or +1 (305) 329-7330.

11. FEES

(a) Fees for Eligible Accounts and Online Financial Services

Fees (refer to Product, Service and Fee Schedule - <https://helmbankusa.com/disclosures>) in connection with an Eligible Account or Online Financial Service apply when using the Service. Additional fees may apply to specific services and are disclosed on the Website. Your internet, telephone, and/or mobile device service provider may assess other fees and bill them separately.

12. SECURITY

(a) Description

You need a username and password, or other Helm Bank USA approved security and authentication controls, to access your Eligible Accounts and Online Financial Services through the Service. We may set standards for your username and password. We recommend that you change your password regularly, and select a unique username and password combination for use only with the Service.

We may also require additional security procedures for certain transactions. These additional security procedures may require special hardware, software or third-party services. To enhance the security of your Eligible Accounts and Online Financial Services, we may also offer you additional, optional security procedures. These could include personal reference questions and answers, random number generators, or one-time passwords.

We may also require the use or activation of specific applications, Internet browser software features, plug-ins and add-ons, to use the Service. These could include JavaScript support and “cookies.”

To enable and enhance secure access to the Service, we may also access detailed information about the computers and Mobile Devices you use to access the Service. This could include telephone numbers and unique internal and network identifiers for your computers and Mobile Devices. We also use cookies and other technology for information security and other purposes, as described in our Digital Privacy and Cookies Policy (<https://helmbankusa.com/disclosures>).

(b) Usernames and Passwords

Usernames and passwords must meet the standards we establish. These standards will be available for your reference whenever you create or change a username and/or password. We may require you to change or update your username and/or password at any time, including to meet any new standards we may establish. You are responsible for keeping your password confidential. We recommend you select a unique username and password combination for use only with the Service, and memorize it rather than writing it down.

(c) Protecting Your Security

Even though information exchanged through the Service is protected by advanced encryption techniques while being transmitted, you still need to protect your username and password for the Service.

You must notify us immediately if you suspect fraudulent activity on your Eligible Account or if you believe that:

- Your password may have been lost or stolen.
- A Mobile Device you use to access the Service has been lost, stolen, or compromised.
- Someone viewed, downloaded, or deleted electronic records from your Eligible Account or Online Financial Service without your permission.

To notify us:

- **Call Helm Support** at +1 (855) 370-4356 or +1 (305) 329-7330, Monday through Friday 8:30am to 6:00pm EST;
- **Sign** on at the Website and send us an email through your secure online session; or
- **Write** to Helm Bank USA, 999 Brickell Avenue Miami, FL 33131 Attn: Operations Department

In the event of unauthorized use of your username and password, or any other security or authentication technique we use, you may be liable for resulting losses, to the extent permitted by law or regulation.

13. PRIVACY AND USE OF INFORMATION

(a) Description

We treat your data in accordance with Helm Bank USA's **Privacy Policy and Disclosure Statement** (<https://helmbankusa.com/disclosures>) located on our website www.helmbankusa.com.

Your use of the Service is subject to the Helm Bank USA **Digital Privacy and Cookies Policy** (<https://helmbankusa.com/disclosures>). By accessing or using the Service, you understand and agree that Helm Bank USA may collect and retain information about you or the device you use to access the Service.

You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber and device details, if available, to Helm Bank USA and service providers for the duration of the business relationship, solely for identity verification and fraud avoidance. See our **Privacy Policy and Disclosure Statement** (<https://helmbankusa.com/disclosures>) for how we treat your data. You represent that you are the owner of the mobile phone number or have the delegated legal authority to act on behalf of the mobile subscriber to provide this consent.

(b) Acknowledgments and Agreements

You agree that:

- We may collect and retain certain information and use that information to market our products and services to you.
- If you access the Service, we may track and record your geographic location.
- You will receive your annual **Privacy Policy and Disclosure Statement** on our Website and the availability of the **Privacy Policy and Disclosure Statement** on the Website constitutes actual notice of the contents of the **Privacy Policy and Disclosure Statement**.

14. ADDITIONAL RESPONSIBILITIES

(a) Your Responsibilities

You agree and are responsible for:

- Actions taken by anyone using the Service after signing in with your username and password, or any other Helm Bank USA approved authentication control, except as otherwise provided by law or regulation. We are entitled to rely and act upon instructions received under your username and password.
- Keeping your username and password confidential.
- Ensuring that you have signed off from the Service when your session is complete to prevent unauthorized persons from using the Service.

- Ensuring your computer operating system, software, browser version, plug-ins, and anti-virus software are all current and up-to-date.
- Ensuring you have a valid email address and phone number at all times.
- You will be the only user of your username and password, and that you won't transfer or disclose any of this information to any other person.
- Be responsible for all usage of the Service and any fees associated with use of other services accessed through the Service on your Eligible Account, whether or not authorized by you.
- Immediately notify **Helm Support at +1 (855) 370-4356 or +1 (305) 329-7330** or the phone number located on your statement to report any actual or suspected unauthorized use of your username or password.
- You will provide true, accurate, current, and complete information about yourself as requested.
- You will not misrepresent your identity.
- You will not use the Service for unlawful purposes, or purposes that are not permitted expressly or implicitly, by the terms of the Service.
- You will comply with all regulations, policies, and procedures of networks through which you access and use the Service.
- You will not use the Service in a way that disrupts the Service or the networks through which you access or use the Service.

15. DISCLAIMERS

(a) Disclaimer of Warranties

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICES. WE AND OUR VENDORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICES DESCRIBED OR PROVIDED. NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. FOR PURPOSES OF THIS AGREEMENT, "VENDOR(S)" MEANS ANY THIRD-PARTY SERVICE PROVIDER, NETWORK OR PARTNER FINANCIAL INSTITUTION WE MAY ENGAGE TO PERFORM FUNCTIONS FOR US UNDER THIS AGREEMENT.

NEITHER WE NOR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS, WARRANT THAT THE WEB SITE, OR THE SERVER THAT MAKES THEM AVAILABLE, IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS.

(b) Limits on Liability and Obligations

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, LOSS OF DATA, FILES, PROFIT OR GOODWILL, OR THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICE), SPECIAL, EXEMPLARY, PUNITIVE OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY TRANSACTION OR ACTION CONDUCTED THROUGH OR FACILITATED UNDER THIS AGREEMENT FOR THE SERVICES; (II) ANY CLAIM ATTRIBUTABLE TO NEGLIGENCE, ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICES DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR

(IV) ANY OTHER MATTER RELATING TO THE SERVICES DESCRIBED OR PROVIDED, EVEN IF WE OR OUR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICES OR WITH THE TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

FURTHER, WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR FAILURE TO EXECUTE ANY TRANSFER OR PERFORM A RELATED ACT IF SUCH FAILURE IS DUE TO CAUSES OR CONDITIONS BEYOND OUR REASONABLE CONTROL, INCLUDING WITHOUT LIMITATION, STRIKES, RIOTS, INSURRECTION, WAR, MILITARY OR NATIONAL EMERGENCIES, ACTS OF GOD, NATURAL DISASTERS. FIRE, OUTAGES OF COMPUTERS OR ASSOCIATED EQUIPMENT, QUARANTINES, PANDEMICS. OR FAILURE OF TRANSPORTATION OR COMMUNICATION METHODS OR POWER SUPPLIES, OR CYBER-ATTACKS, INCLUDING DENIAL OF SERVICE (DOS).

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US OR OUR VENDORS, INCLUDING OUR OR THEIR OWNERS, DIRECTORS, OFFICERS AND AGENTS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT OR OTHERWISE REQUIRED BY APPLICABLE LAW, WE, OUR SERVICE PROVIDERS OR OTHER AGENTS, ALSO WON'T BE LIABLE FOR:

- ANY LOSS OR LIABILITY YOU MAY INCUR RESULTING WHOLLY OR PARTLY FROM FAILURE OR MISUSE OF YOUR EQUIPMENT OR SOFTWARE PROVIDED BY AN EXTERNAL COMPANY (SUCH AS AN INTERNET BROWSER PROVIDER, AN INTERNET ACCESS PROVIDER, AN ONLINE SERVICE PROVIDER OR AN AGENT OR SUBCONTRACTOR OF ANY OF THEM).
- ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, ECONOMIC OR OTHER DAMAGES ARISING IN ANY WAY FROM YOUR ACCESS/USE/FAILURE TO OBTAIN ACCESS TO THE SERVICE.

We won't be obligated to honor, in whole or in part, any transaction or instruction that:

- Is not in accordance with any term or condition of this Agreement or any other agreement that applies to the relevant Online Financial Service or Eligible Account.
- We have reason to believe may not be authorized by you or any other person whose authorization we believe necessary.
- We have reason to believe involves funds or other property subject to a hold, dispute, restriction or legal process we believe prevents the transaction or instruction.
- Would violate any U.S. federal or state law or regulation including applicable provision of any risk control program of the Federal Deposit Insurance Corporation, the Florida Office of Financial Regulation, or any applicable rule or regulation of any other federal or state regulatory authority.
- Is not in accordance with any other requirement of our policies, procedures, or practices.
- We have other reasonable cause not to honor for our or your protection.

Helm Bank USA won't be liable for any failure of availability or performance due to scheduled system maintenance or circumstances beyond our control (such as power outage, computer virus, system failure, fire, flood, earthquake, or extreme weather).

(c) Indemnification

Except where we're liable under the terms of this Agreement or another agreement governing the applicable Eligible Account or Online Financial Service, you agree to indemnify, defend, and hold us, our affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from any and all third-party claims, liability, damages, and/or costs (including but not limited to reasonable attorney's fees) arising from:

- A third-party claim, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or other content or materials you submit to us.
- Any fraud, manipulation, or other breach of this Agreement or the Service.
- Your violation of any other applicable laws or rights of a third party, including but not limited to rights of privacy, publicity or other property rights.
- The provision of the Service or use of the Service by you or any third party.
- Your use, misuse, errors, or inability to use the Service.
- Any breach of a representation, warranty, covenant, or obligation contained in this Agreement.

We reserve the right to defend/control (at our own expense) any matter otherwise subject to indemnification by you. In such a case, you will cooperate with us in asserting any available defenses. You won't settle any action or claims on our behalf without our prior written consent.

You are providing this indemnification without regard to whether our claim for indemnification is due to the use of the Service by you, your Authorized Representative or your Delegate.

The provisions of Sections 16(a)-(c) shall survive the termination of this Agreement.

16. NOTICES AND COMMUNICATION

(a) Description

Except as expressly provided otherwise in this Agreement, we'll provide notices and other information regarding your Eligible Account, Online Financial Service, or the Service (collectively "Account-Related Information") electronically, through the mail or by other means. We'll send this information to the postal or electronic address ("E-Address") of the Owner of the applicable Eligible Account or Online Financial Service as reflected in our records, unless you specify a different postal or E-address.

E-Addresses include email addresses, other Internet addresses, text messaging numbers, or other electronic access addresses provided to us in accordance with this Agreement. Any Account-Related Information will be considered "sent" on the first Business Day following the date on the communication.

Account-Related Information held for pickup or posted on our Website will be deemed to be delivered to/received by you when we make it available for pick-up, display it to you or send notice in accordance with this Agreement that it is posted on our Website. The person receiving the notice has to provide copies of all Account-Related Information to all joint Owners, Delegates, or other persons with access to the applicable Eligible Account or Online Financial Service.

We can communicate all Account-Related Information to you through the U.S. Postal Service or overnight courier, at our sole discretion.

(b) Electronic Delivery

Unless applicable law states otherwise or pursuant to the E-Sign Consent & Disclosure Statement, when we need to provide you with information in writing, we can send it electronically, either:

- To your E-Address (if applicable and you have provided us with a valid email address); or
- By posting the information to our Website; or
- To your online banking secure mailbox, or other electronic means.

(c) Phone Calls

When you provide a phone number to us, you agree that you own or are authorized to provide the telephone number to us. You agree that we may use automatic dialing technology or artificial or prerecorded voice messages to call you, even if the phone number is registered to a cell phone number or Voice over Internet Protocol service. You understand and agree we may place calls with informational, servicing, or collections messages about your Account. Our calls and to your cell phone number could result in your communication service provider's charges to you.

(d) Communications Sent at Your Request/On Your Behalf

You authorize us to send emails to others on your behalf, if needed to carry out your instructions regarding an Eligible Account or Online Financial Service. You confirm and agree that you have obtained consent from the person who owns or is the current subscriber of the email address or phone number to receive the communication. These communications may identify you by name and may state that we're sending them on your behalf and according to your instructions.

(e) Returned and Unclaimed Information

Unless otherwise prohibited by the laws governing your Eligible Account or Online Financial Service, this Sub-section (e) applies if Account-Related Information documents are returned or electronic notifications are returned as undeliverable. This means we can stop sending Account-Related Information or electronic notifications to you until you provide a valid postal or valid email to us.

We may also:

- Destroy Account-Related Information sent to you and returned to us as undeliverable.
- Hold the Account-Related Information for your Account for you to pick up.
- Stop sending the Account-Related Information through the current delivery method and use an alternative delivery method. For example, if we're sending Account-Related Information to you via the U.S. Postal Service, and the information is returned to us as undeliverable on two or more occasions, we may attempt to deliver the information to your E-Address instead.
- Suspend access to your Eligible Accounts or Online Financial Services.

If we hold Account-Related Information for you to pick up and it remains unclaimed for sixty (60) days, we may send the Account Related Information to the address reflected in our records for your Eligible Account or destroy it.

(f) Contact Information Changes

You agree to notify us immediately if you no longer own or you are no longer authorized to use or share your address, E-Address or phone number you previously provided to us.

Address changes may be initiated:

- At your request — you can instruct us to change the address or E-Address to which we send notices or Account-Related Information about your Account at any time.
- If we get an address change notice from the U.S. Postal Service or Online Financial Services.
- If another party in the business of providing correct address information notifies us that the address in our records no longer corresponds to your address.

We may act on instructions purportedly made on your behalf within a reasonable time after we receive them.

Unless you instruct us otherwise, we may change the U.S. Postal Service address or E-Address only for the account(s) you specify, or for all or some of your other account(s) with us.

Please note, to change the address associated with an employer-sponsored retirement or deferred compensation plan, follow the address-change procedures established by your employer or plan administrator.

(g) Implementation of Notices

Any notice you send us won't be effective until we actually receive it and have a reasonable opportunity to act on it. If your Eligible Account has multiple Owners, we may send Account-Related Information to any one of them.

You assume the risk of loss in the mail or other transit. Any notice or Account-Related Information we send you will be effective when mailed, sent electronically, or otherwise made available to you.

(h) Acknowledgments and Agreements

You agree that:

- We may satisfy our obligation to provide you with an annual copy of our **Privacy Policy and Disclosure Statement** (<https://helmbankusa.com/disclosures>) by keeping it available for review on our Website.
- We may call you to service your accounts, collect any amount you may owe or discuss our relationship, products and services with you, as described in this Section.
- Information is deemed delivered to you if it is sent electronically as described in this Section.

17. MISCELLANEOUS

(a) Amendments

Except as otherwise required by law, we may in our sole discretion change the terms of this Agreement at any time. This may include adding new or different terms to, or removing terms from, this Agreement.

We'll update this Agreement on the Website on or before the effective date that changes are made, unless an immediate change is necessary to maintain the security of the system or unless a law, rule, or regulation requires it be updated earlier. If we can't disclose a change without jeopardizing the security of the system, this Agreement will be updated within thirty (30) days after the change. We'll notify you as soon as possible when any changes are made that materially affect your rights, such as changes regarding how your information is maintained or used, or significant changes to the terms of this Agreement. By continuing to use the Service after we send you notice of any change, you agree to the change.

Changes to fees or terms that apply to Eligible Accounts are governed by the agreement otherwise governing the specific account. Except as otherwise required by law, any change to this Agreement applies only to transactions that occur, or claims that arise, after the amendment becomes effective.

(b) Termination

This Agreement will be in effect from the date we accept your enrollment in the Service and at all times while you're using the Service or any Online Financial Service. Unless otherwise required by applicable law, either of us can terminate this Agreement and/or your access to any Eligible Account or Online Financial Service through the Service, in whole or in part, at any time, without notice.

The termination of this Agreement won't end your obligations or our rights under this Agreement before the termination.

We can suspend and/or reinstate access to an Eligible Account or Online Financial Service through the Service, in whole or in part, at our discretion, at any time. To request reinstatement of an Eligible Account or Online Financial

Service, call +1 (305) 329-7330. If reinstated, the then-current terms of this Agreement will control.

If you don't access your Eligible Accounts through the Service for a period of twenty-four (24) consecutive months, we may terminate your Service, including Online Financial Services accessed through the Service, without prior notice to you.

To cancel any of your Online Financial Services, call +1 (305) 329-7330 or write to Helm Bank USA, 999 Brickell Avenue, Miami FL 33131, Attn: Operations Department.

All applicable provisions of this Agreement will survive termination by either you or us, including, without limitation:

- Provisions related to intellectual property.
- Warranty disclaimers.
- Limitations of liability.
- Indemnification.

(c) Governing Law

Each of your Eligible Accounts and Online Financial Services will continue to be read and interpreted according to the laws described in the agreements you have with us regarding those Eligible Accounts or Online Financial Services (for example, your deposit account agreement or your credit card agreement with us).

This Online Banking Agreement will be read and interpreted according to the laws of the State of Florida, without regard to conflict-of-law rules.

(d) Venue; Jurisdiction

You hereby acknowledge and agree that any suit, action or proceeding brought by us with respect to this Agreement or any transaction between us or contemplated hereby, may be brought in any competent court of the State of Florida or United States District Court for the Southern District of Florida, in each case sitting in the county of Miami Dade, City of Miami, State of Florida, United States, and the appellate courts thereof, as we may elect in our sole and absolute discretion.

With respect to any such actions, suits or proceedings, you hereby expressly and irrevocably: (i) submit to the non-exclusive jurisdiction of the aforementioned courts to the fullest extent permitted by law; (ii) waive any right to assert that service of process or submission to jurisdiction, in the manner provided in this Agreement, is invalid or ineffective; (iii) waive any right to assert that this Agreement may not be enforced in or by such courts, and you agree not to seek and hereby expressly waive any review by any court of any other country or jurisdiction which may be called upon to grant an enforcement of the judgment of any such court; and (iv) waive any objection it may now or hereafter have based upon improper venue or forum non conveniens with respect to such actions, suits or proceedings. Final judgment against you (a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness owed by you hereunder or thereunder) in any such actions, suits or proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall be deemed to preclude or in any way limit the right of Helm Bank USA to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of your assets or properties.

(e) Assignment

We may assign our interest in this Agreement to Helm Bank USA, its successors, or to any now-existing or future direct or indirect subsidiary of Helm Bank USA. However, you may not assign or transfer this Agreement.

We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent

contractors or other third parties.

(f) Intellectual Property and Other Proprietary Rights

Other than your personal account information, all content included or available on the Service, such as advertisements, text graphics, button icons, images, audio clips and software, including the collection, arrangement and assembly thereof, is the property of Helm Bank USA and/or third parties, and is protected by the Copyright Act and international treaties in addition to other state and federal intellectual property laws (collectively, the “Site Materials”).

The trademarks, logos, and service marks displayed on the Service (collectively, the “Trademarks”) are the registered and unregistered trademarks of Helm Bank USA, or third parties. You may not use, copy, alter, modify, or change these Trademarks or copy, display, distribute, transfer, link to, reproduce, license, frame, alter, create derivative works of, or republish all or any portion of the Site Materials for any commercial or public purpose. The Service does not grant (by implication or otherwise) any license or right to use any Trademarks or Site Materials without the express written permission of Helm Bank USA, or the third party that has rights to such Trademarks or Site Materials.

(g) Entire Agreement

In combination with other applicable Helm Bank USA agreements as described in Section 1 of this Agreement, this Agreement represents the agreement between you and Helm Bank USA regarding the Service. It merges and supersedes all previous and contemporaneous written or oral agreements and understandings regarding the subject of online access.

Each of the rules, terms, and conditions set forth in this Agreement stands alone. Any term or condition contained in this Agreement that is inconsistent with the laws governing the Service will be deemed to have been modified by us and applied in a manner consistent with such laws.

Unless stated otherwise, if any provision of this Agreement is held to be invalid or otherwise unenforceable, the remainder of the provisions will remain in full force and effect, and will in no way be invalidated or otherwise affected.

(h) Waiver

We may agree in writing (or otherwise) to waive a provision of this Agreement, including a fee (a “Waiver”). We may revoke any Waiver.

(i) Failure to Act

Our failure to act with respect to a breach of the Agreement by you or others doesn’t waive our right to act with respect to subsequent or similar breaches.

(j) Headings

Headings are for reference only and don’t define, limit, construe, or describe the scope or extent of a Section.

(k) Arbitration

Binding arbitration allows an independent third party to resolve a Covered Dispute without using the court system, judges or juries. Either you or we may require the submission of a Covered Dispute to binding arbitration at any reasonable time, even if a lawsuit or other proceeding has begun. If either you or we don’t submit to binding arbitration following a lawful demand, the one who fails to so submit bears all costs and expenses (including attorney’s fees and expenses) incurred by the other in compelling arbitration.

Neither you nor we will be entitled to:

- Join, consolidate or combine Covered Disputes by or against others in any arbitration; or
- Include in any arbitration any Covered Dispute as a representative or member of a class; or
- Act in any arbitration in the interest of the general public or in a private attorney general capacity.

Each arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association ("AAA") or such other administrator as you and we may mutually agree to (the AAA or such other mutually agreeable administrator to be referred to here as the "Arbitration Administrator"), according to the Commercial Arbitration Rules and the Consumer Arbitration Rules ("AAA Rules").

To the extent that there is any variance between the AAA Rules and this Arbitration Provision, this Arbitration Provision will control. Arbitrator(s) must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Covered Dispute.

You and we each agree that in this relationship:

- You and we are participating in transactions involving interstate commerce.
- The Arbitrator will decide any dispute regarding the enforceability of this Arbitration Provision.
- Each arbitration is governed by the provisions of the Federal Arbitration Act (Title 9 of the United States Code) and, to the extent any provision of that Act is inapplicable, unenforceable or invalid, the laws governing the relationship between you and us about which the Covered Dispute arose.

To find out how to initiate arbitration, please call any office of the AAA or visit the AAA Website at www.adr.org. If any of the provisions of this Arbitration Provision dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be unlawful or unenforceable, that invalid provision shall not be severable and this entire arbitration agreement shall be unenforceable.

This Arbitration Provision and the exercise of any of the rights you and we have under this Arbitration Provision do not stop either of us from exercising any lawful rights to use other remedies available to:

- Preserve, foreclose, or obtain possession of real or personal property.
- Exercise self-help remedies, including setoff and repossession rights.
- Obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or court appointment of a receiver by a court having jurisdiction.
- Enforce your rights under section 502 of the Employee Retirement Income Security Act of 1974.

You and we each agree to take all steps and execute all documents necessary for the implementation of arbitration proceedings. The arbitrator may hear and rule on appropriate dispositive motions as part of the arbitration proceeding, such as motions for judgments on the pleadings, summary judgment, or partial summary judgment.

All parties (the AAA, the arbitrators, you and we) must, to the extent feasible, take any action necessary to ensure that an arbitration proceeding, as described in this Arbitration Provision, is completed within 180 days of filing the Covered Dispute with the AAA. This provision will be liberally construed to ensure the enforcement of this Arbitration Provision.

Arbitration proceedings are conducted in the state where you reside or at a location determined by the AAA. All statutes of limitations that apply to any Covered Dispute apply to any arbitration between you and us.

The provisions of this Arbitration Provision will survive termination, amendment, or expiration of your Account

relationship, the governing Agreement or any other relationship between you and us.

This Arbitration Provision constitutes the entire agreement between you and us and supersedes all prior arrangements and other communications about dispute resolution. If more than one arbitration agreement mutually entered into by you and us potentially applies to a Covered Dispute, the one most directly related to the Eligible Account or transaction that is the subject of the dispute will control.

Arbitration fees shall be determined by the rules or procedures of the Arbitration Administrator, unless limited by applicable law. Please check with the Arbitration Administrator to determine the fees that apply to any arbitration you may file. If the law that applies to this Agreement limits the amount of fees and expenses you have to pay, then no allocation of fees and expenses to you shall exceed this limitation. We will pay any costs that are required to be paid by us under the arbitration administrator's rules and procedures, and subject to applicable law. If the arbitrator rules in your favor on any claim presented, we will reimburse you for arbitration filing fees you have paid up to \$700.00. Unless applicable law states otherwise, each party will pay their own attorney, expert, and witness fees. This rule applies no matter which party wins arbitration.

Notwithstanding anything in the Agreement to the contrary, each party retains the right to pursue in Small Claims Court any dispute in which the remedy sought is entirely within that court's jurisdiction.

(i) JURY TRIAL WAIVER

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATED TO, YOU, THIS AGREEMENT AND ITS SUBJECT MATTER, ANY OF YOUR ACCOUNTS AT BANK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTION(S) CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR OPENING AND MAINTAINING ACCOUNTS AT BANK.

(j) LITIGATION CLASS ACTION WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, CUSTOMER AND BANK HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS ONLINE BANKING AGREEMENT, RELATING TO THE ELIGIBLE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF HELM'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND THE CUSTOMER AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

If you have any questions regarding this Agreement, please contact Helm Support at +1 (305) 329-7330.